C. C. 243, affirmed in 85 Ohio St. 460, and *Steen v. Modern Woodmen*, 296 Ill. 104, where, though the by-laws were passed after the certificates sued on were issued, it was considered no policy of the law was violated and that they became part of the contract of insurance. So, in *Kelly v. Supreme Council, Catholic Mut. Ben. Assn.*, 61 N. Y. Supp. 394, and *Porter v. Home Friendly Society*, 114 Ga. 937, where the stipulation was in the certificate, it was held that the presumption of death from seven years' absence was a rule of evidence the parties had a right to agree should not apply. For a discussion of the subject of contracts to alter or waive rules of evidence, in which the doctrine of the principal cases is vigorously attacked, see the article by Dean J. H. Wigmore in 16 ILL. L. REV. 87.

JUDGMENTS—VOID BECAUSE RELIEF IN EXCESS OF LAW APPLICABLE TO CASE.—A was granted a decree declaring a mechanic's lien upon D's property and providing for sale of same. The decree stated in detail the particulars as to sale and rights of redemption according to statute existing prior to July 1, 1917, whereas a subsequent statute granting an additional period of redemption should have been followed. There was a sale in strict accordance with the decree, and P claims under the purchaser at this sale. D denies validity of the decree and the sale thereunder. *Held*, decree and sale thereunder are void and therefore may be attacked collaterally. *Armstrong v. Obucino* (Ill., 1921), 133 N. E. 58.

The general rule is clear enough that if the court had jurisdiction over the parties and subject matter its judgment or decree, however erroneous, is not void and cannot be collaterally attacked. FREEMAN ON JUDGMENTS, § 120c. But like most general rules of practice, it is merely a rule of convenience and so subject to qualification or exceptions. It is easy to conceive of judgments which are void, even though the conditions above named be fulfilled, as where the court grants relief which under no circumstances it has any authority to grant, its judgment is to that extent void. *Bridges v. Board of Supervisors*, 57 Miss. 252; *Ex parte Lange*, 18 Wall. 163. Undoubtedly, when the irregularity or error goes to the jurisdiction of the court the judgment or decree is of no effect. The question is, does the error go to the jurisdiction of the court, or does it merely render the decree erroneous? Will then a variation in the decree from the statutory provisions in regard to redemption period render the decree void for want of jurisdiction? There appear to be few cases directly in point, but in at least two instances it has been held not to do so. *Moore v. Jeffers*, 53 Ia. 202; *Maloney v. Dewey*, 127 Ill. 395. It will be noted that the latter case proceeds from the same tribunal which decided the instant case; yet it is not mentioned anywhere in the court's opinion. See also *Ogden v. Walters*, 12 Kan. 282, and *Mills v. Ralston*, 10 Kan. 206. In *Neligh v. Keene*, 16 Neb. 407, it was held that failure to provide for an appraisement as required by statute constituted a mere irregularity and not a jurisdictional defect. The cases cited as precedents for the decision in the principal case are on the more general question of allowing collateral attack where the court had attempted to decide matters not in issue or had given judgments which it

could in no wise make. But assuming that a collateral attack might be permitted in a case like this one, can the rule be invoked in behalf of a judgment debtor who was personally present when the decree was given, and who is not alleged to have protested the decree or sale in that court? In *Clark v. Glos*, 180 Ill. 556, 574, the court uses this language: "The judgment debtor or his grantee has no right to lie by and permit the purchaser to obtain a deed, and then have the action of the officer in making the sale and deed abrogated. Irregularities such as are here complained of are such as the judgment debtor himself can insist upon, and therefore he may waive them by too great delay in applying to have the sale set aside." It may be at once answered that jurisdictional defects cannot be raised. It is submitted, however, that the reasonable and just solution of the problem appears in *Fitch v. Wetherbee*, 110 Ill. 475, where the court held that error in the decree in providing for redemption as required by statute did not nullify the sale, but that the erroneous part of the decree should be treated as inoperative and the purchaser take title as allowed by the statute.

LANDLORD AND TENANT—LEASE OF FLOOR—CONTROL OF OUTER WALLS.—In a lease of the fourteenth floor of a building to plaintiff the lessee was forbidden to erect signs without the lessor's consent. On license from the landlord the lessee of lower floors in the same building erected on the outside of the building at the level of the fourteenth floor an advertising sign. In an action against the landlord and the second lessee to enjoin the maintenance of such sign, *held*, that "the outer face of the walls is equally with the inner face a part of the premises demised," hence injunction should be granted. *Stahl v. Satenstein* (N. Y., 1922), 135 N. E. 242.

Where a large section or whole floor is leased for business purposes "the right to the use and occupation of the outer walls passes as parcel of the demised premises proper." *Riddle v. Littlefield*, 53 N. H. 503. See also to the same effect *Baldwin v. Morgan*, 43 Hun. 355; *Lowell v. Strahan*, 145 Mass. 1; *Snyder v. Kulesh*, 163 Iowa 748; *Forbes v. Gorman*, 159 Mich. 291; *Carlisle Cafe Co. v. Muse Bros. & Co.*, 67 L. J. Ch. 53; *Hope Bros., Ltd., v. Cowan* [1913], 2 Ch. 312; *Law & Gansel v. Haley, Poole & Co.*, 9 Ohio Dec. (Reprint) 785. But where a single room or small suite in an office building is leased for business purposes title to the outer walls presumptively remains in the landlord. *Fuller & Bagley v. Rose*, 110 Mo. App. 344. By express limitation in the lease the tenant's interest in the outer walls may be restricted to a revocable license from the landlord. *Pevey v. Skinner*, 116 Mass. 129. The right is generally deemed "essential to the reasonable and proper enjoyment of the interior of the building," but in *Lowell v. Strahan, Fuller v. Rose*, and *Pevey v. Skinner, supra*, the question is declared to be wholly one of intention, with the presumption ordinarily in the tenant's favor. The New York court in the principal case refused to rest their decision on the express ground that title to the outer walls passed with the lease, saying that the restrictive agreement by the plaintiff could not, at any rate, operate to amplify the rights of the other tenants as against him. The ruling of law thus avoided seems to be the only one on which